

**City Of West Lafayette  
City Hall**

**Preventive  
Maintenance  
Contract**

**Mechanical Systems**

**ICU Mechanical  
P.O. Box 6866  
Lafayette, IN 47906-6866  
(765) 420-8127**

# Preventive Maintenance Service Agreement

City Of West Lafayette  
609 West Navajo Street  
West Lafayette, IN 47906

## West Lafayette City Hall

### Terms and Conditions

1. Agreement coverage will begin on January 01, 2011. The agreement price is Three Thousand Three Hundred Sixty Dollars (\$ 3,360.00) per year for the first three years and Three Thousand Six Hundred Dollars \$ 3,600.00 per year for the fourth and fifth year of this five (5) year agreement. These numbers are based upon 12 hours per scheduled PM, with four (4) PM visits per year. Material agreement price is Three Hundred Dollars (\$ 300.00) per year for miscellaneous PM materials for the duration of this five (5) year agreement. Customer to furnish filters, ICU to furnish coil cleaning material, belts for (1) fall change each year and perform (1) backflow test each year.
2. This annual agreement will be in effect from January 01, 2011 through December 31, 2015 unless either party gives thirty (30) days written notice to the other of intention to cancel agreement.
3. The CITY OF WEST LAFAYETTE reserves the right to reject any agreement if, on inspection, your inspections, response times, workmanship, billing practices, and services are found to be unsatisfactory to the CITY OF WEST LAFAYETTE Engineers office.
4. Contractor agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
5. The City of West Lafayette will provide reasonable access to all areas and equipment and will allow contractor to stop and start equipment as may be necessary, with prior notification, to fulfill the terms of the agreement.
6. All building analysis and tasks will be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday.
7. The contractor will notify West Lafayette City officials of any defect in the system promptly when it becomes known to them. When any problems or defects are found to the systems, all work and estimated costs must be pre-approved by the city Engineers office before proceeding with said work.
8. A copy of contractor's insurance certificate must be provided to the city listing the City of West Lafayette as an additional insured.
9. If any emergency call is made at City Of West Lafayette's request, contractor shall charge the City of West Lafayette at the preferred customer rate for such services. After hour services will be billed at preferred customer rates. Preferred rates are as follows: \$70.00 (1<sup>st</sup> yr), \$70.00 (2<sup>nd</sup> yr), \$70.00 (3<sup>rd</sup> yr), \$75.00 (4<sup>th</sup> yr), \$75.00 (5<sup>th</sup> yr) per hour regular time, \$105.00 (1<sup>st</sup> yr), \$105.00 (2<sup>nd</sup> yr), \$105.00 (3<sup>rd</sup> yr), \$112.50 (4<sup>th</sup> yr), \$112.50 (5<sup>th</sup> yr) per hour overtime. Trip/Travel charge rates are as follows: \$0.00 (1<sup>st</sup> yr), \$0.00 (2<sup>nd</sup> yr), \$0.00 (3<sup>rd</sup> yr), \$0.00 (4<sup>th</sup> yr), \$0.00 (5<sup>th</sup> yr)
10. If the system(s) or equipment covered is altered, modified, changed or moved this agreement may be adjusted accordingly or terminated.
11. In the event City of West Lafayette obtains the services of a collection or repossession agency or an attorney to assist the City of West Lafayette in remedying Contractors breach of this Agreement, Contractor will be liable for this expense. All litigation and court proceedings will take place in the County of Tippecanoe --Lafayette, Indiana.
12. Contractor shall adhere to all City of West Lafayette's rules and regulation for entering the facilities.
13. The City of West Lafayette will assume all responsibility and will declare all guarantees null and void if equipment is serviced by anyone not authorized by the City of West Lafayette.
14. No service will be rendered under this agreement if contractor does not meet their contract obligations.
15. In the event litigation is commenced to enforce any term or condition of this agreement the prevailing party in such litigation shall be entitled to costs of litigation including a reasonable attorney fee.
16. All billings from ICU Mechanical to be paid within 30 days of invoicing.

Preventative Maintenance Agreement – November 22, 2010

APPROVED:

DATE: \_\_\_\_\_

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Bradley W. Marley, Member

\_\_\_\_\_  
Elizabeth M. Stull, Member

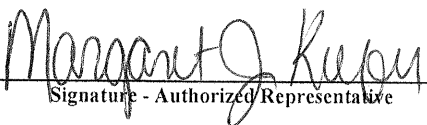
\_\_\_\_\_  
Jonathan C. Speaker, Member

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer Judith C. Rhodes

CONTRACTOR: **ICU Mechanical Co.**

BY: \_\_\_\_\_

  
Signature - Authorized Representative

\_\_\_\_\_  
**Margaret J. Kiefer**

Name (Print)

\_\_\_\_\_  
**President**

Title

DATE: November 17, 2010

# WEST LAFAYETTE CITY HALL

2011-2015

## \* Preventative Maintenance -- Equipment Checklist \*

### October

Boiler  
Circulating Pumps  
Domestic Water Circulating Pump  
Controls  
Chiller  
Actuating Valves  
Air Handling Units  
VAV's (8)  
Control Panel  
Electric Heaters  
Exhaust fans

### January

Light Fixtures  
Water Closets  
Urinals  
Sinks  
Drinking Fountains  
Back Flow Preventer  
Boiler  
Circulating Pump  
Air Handling Units  
Control Panel  
Electric Panels

### April

Chiller  
Circulating Pumps  
Domestic Water Circulating Pump  
Air Handling Unit  
Water Heater  
VAV's (8)  
Control Panel  
Exhaust Fans  
Actuating Valves

### July

Chiller  
Circulating Pumps  
Back Flow Preventer  
Control Panel  
Air Handling Units

Filter Change (Filters to be supplied by the City of West Lafayette)

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